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DECLARATION OF COVENANTS, RESTRICTIONS AND EQUITABLE
SERVITUDES
OF
SAUK TRAIL TOWNHOMES II

RE-RECORDED DOCUMENT

Rerecord to correct typo on page 22

0510-18173
PRAIRIE TITLE
6821 W. NORTH AVE.
OAK PARK, IL 60302

5069

This instrument was prepared by and, after
recording, should be returned to:

Barone & Jenkins, P.C.
721 Enterprise Drive, Suite #200
Oak Brook, IL. 60523

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DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SAUK TRAIL TOWNHOMES II

THIS DECLARATION is made this 25th day of July 2005 by the Declarants CHRIS COYNE, STEVEN SERVANT and SAUK TRAIL GROUP, LLC, an Illinois Limited Liability Corporation ("Sauk Trail") (hereinafter referred to as the "Declarants").

WHEREAS, Declarants are the holder of the legal title to the parcel of real estate hereinafter described, and Sauk Trail is a contract purchaser. The property is located in Cook County, Illinois and legally described as follows:

(NOTE: THE FOLLOWING IS THE UNDERLYING LEGAL):

THAT PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 27 OF SOUTHDALE SUBDIVISION UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1958 AS DOCUMENT 17331660; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 27 AS FOLLOWS: NORTH 5 DEGREES 04 MINUTES 57 SECONDS WEST, 100.70 FEET; THENCE NORTH 13 DEGREES 28 MINUTES 57 SECONDS WEST, 121.36 FEET THENCE NORTH 23 DEGREES 22 MINUTES 48 SECONDS WEST, 31.05 FEET TO THE SOUTHEAST CORNER OF LOT 7 IN LORAC SUBDIVISION; THENCE SOUTH 57 DEGREES 48 MINUTES 59 SECONDS WEST, ALONG THE SOUTH LINE OF SAID LOT 7, 136.29 FEET TO THE EASTERLY RIGHT OF WAY LINE OF JEFFREY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET, AND ARC DISTANCE OF 175.29 FEET; THENCE SOUTH 5 DEGREES 12 MINUTES 35 SECONDS EAST, 12.39 FEET TO THE NORTHERLY LINE OF 219TH PLACE; THENCE NORTH 88 DEGREES 16 MINUTES 10 SECONDS EAST, 111.32 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS

Property Addresses: 21915, 21917, 21919, 21921, 21923 and 21925 Jeffrey Avenue, Sauk Village, Illinois 60411

Underlying Permanent Index Number: 32-25-315-027-0000 vol. 17 (hereinafter the "Property"); and

WHEREAS, on the Property six Townhomes have been constructed (individually a "Townhome" and collectively the "Townhomes"). Each Townhome and the property conveyed with it is referred to as a "Dwelling Parcel" and collectively as the "Dwelling Parcels"). Each Townhome is constructed as single family private residence erected on a Dwelling Parcel and the legal description for the Property and each Dwelling Parcel is set forth

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on "Exhibit A" attached hereto and each is depicted on the Plat attached hereto and made part hereof as "Exhibit B"; and

WHEREAS, each of the Dwelling Parcels is described solely for convenience and identification, as follows:

Unit 1	21925 Jeffrey Avenue, Sauk Village, Illinois 60411
Unit 2	21923 Jeffrey Avenue, Sauk Village, Illinois 60411
Unit 3	21921 Jeffrey Avenue, Sauk Village, Illinois 60411
Unit 4	21919 Jeffrey Avenue, Sauk Village, Illinois 60411
Unit 5	21917 Jeffrey Avenue, Sauk Village, Illinois 60411
Unit 6	21915 Jeffrey Avenue, Sauk Village, Illinois 60411

WHEREAS, Declarants intend to and will convey some or all of the Dwelling Parcels so improved and desires and intends that the several owners, future mortgagees thereof, and all persons acquiring any interest therein now or hereafter shall at all times enjoy the benefits of and shall hold their said individual Dwelling Parcel subject to the rights, easements, burdens, uses and privileges hereinafter set forth; and

WHEREAS, Declarants intend to by this instrument facilitate a mechanism to handle common expenses relating to certain maintenance and repairs to the townhomes and other expenses set forth herein.

NOW THEREFORE, the said Declarants hereby declare that all the rights, easements, covenants, burdens, uses and privileges hereinafter set forth shall and do exist at all times hereinafter among the several owners, purchasers or mortgagees of a portion of the Property, in the manner and to the extent herein set forth, and that the declarations contained herein shall be binding upon and inure to the benefit of each and every such Dwelling Parcel in this instrument described.

ARTICLE I DEFINITIONS

As used herein (unless the context shall prohibit), the following words shall have the following meanings:

1.1 "Association" shall mean and refer to the SAUK TRAIL TOWNHOMES II HOMEOWNERS ASSOCIATION, INC., or such other name, as the Declarants shall select, an Illinois not-for-profit corporation, its successors and assigns.

1.2 "Board" shall mean and refer to The Board of Directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article III.

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1.3 "Declarants" shall mean and refer to Chris Coyne, Steven Servant and Sauk Trail.

1.4 "Dwelling Parcel" shall mean and refer to, for the purposes of this Declaration, any plot of land shown upon the plat of the Property upon which one individual Townhome is constructed.

1.5 "Member" shall mean and refer to each person who holds membership in the Association.

1.6 "Occupant" shall mean and refer to a person or persons who lawfully reside in a Dwelling Parcel.

1.7 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Dwelling Parcel, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Also one hundred (100%) of the beneficiaries of a land trust, testamentary trust or self declaration trust that holds title to any Dwelling Parcel.

1.8 "Party Wall" shall mean and refer to the demising wall which exists between any two (2) Dwelling Parcels.

1.9 "Plat" shall mean and refer to the plat for Sauk Trail Townhomes II recorded, or to be recorded, in the office of the Cook County Recorder of Deeds, a copy of which is attached hereto as "Exhibit B".

1.10 "Townhome" shall mean and refer to each unit designated on the Plat attached to this declaration as "Exhibit B."

ARTICLE II EASEMENTS

2.1 Easement for Unintentional Encroachments: In the event that by reason of construction, settlement or shifting any Townhome encroaches or shall hereafter encroaches upon any portion of any other Dwelling Parcel which is not owned by the Owner of the Townhome so encroaching, valid easements for the maintenance of such encroaching part are hereby established and shall exist for the benefit of the Owner of the Dwelling Parcel so encroaching; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Owner if such encroachment materially interferes with the reasonable use and enjoyment of the Dwelling Parcel burdened thereby or such encroachment results from the willful conduct of the Owner of the Dwelling Parcel so encroaching.

2.2 Utility Easements: Sauk Village, Northern Illinois Gas Company, Commonwealth Edison Company and all other public utilities serving the Property (including any utility

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company providing cable, micro-wave or other satellite television service) are hereby granted the right to lay, construct, renew, operate and maintain conduits, cables, pipes, mains, sanitary and storm sewers and services, drainage ways and swales, ducts, wires, street lights and other equipment on, into and through the areas of the Property for the purpose of providing the Dwelling Parcels with such utilities.

2.3 Driveways: Each driveway serves two Dwelling Parcels. The Owners and Occupants of a Dwelling Parcel served by a driveway shall have an easement for ingress and egress over said driveway to access said Owner's garage. No Owner or Occupant shall have the right to park or to let another park on the portion of the driveway owned by another or to block in any fashion the portion of the driveway owned by another.

2.5 General Provisions:

(a) The easements hereinabove granted shall benefit the Owners and other occupants, from time to time, of the Dwelling Parcels therein described and their respective guests and invitees. The Association, through its Board of Directors, shall have the right to establish, and thereafter amend and modify, rules and regulations in respect to the easement rights granted in this Section by the persons benefited thereby.

(b) All easements and rights herein described are easements appurtenant and running with the land and shall, at all times, inure to the benefit of and be binding upon the undersigned, all its grantees and their respective heirs, successors, personal representatives or assigns, any Owner, purchaser, or mortgagee and other person having an interest in said land, or any part or portion thereof.

ARTICLE III ADMINISTRATION

3.1 Association: The Association has been or will be formed as a not-for-profit Illinois corporation under the General Not-For-Profit Corporation Act of the State of Illinois having the name "SAUK TRAIL TOWNHOMES II HOMEOWNERS ASSOCIATION, INC." (or one similar thereto) and shall, to the extent hereafter provided and subject to the limitations hereafter contained, be the governing body relating to exterior maintenance and exterior repair of the Townhomes to the extent provided in Article VII and through its Board and/or members shall have the right to perform such other acts and exercise such other powers as provided for herein.

3.2 Membership: Every Owner of a Dwelling Parcel shall be a Member of the Association and such membership shall automatically terminate when said person(s) or entity ceases to be an Owner. Membership is appurtenant to and shall not be separated from ownership of a Dwelling Parcel. Each Owner by acceptance of a deed or other conveyance of a Dwelling Parcel thereby becomes a Member, whether or not this Declaration is made a part of, incorporated by reference or expressed in said deed or conveyance. There shall be one person with respect to every Dwelling Parcel who shall be entitled to vote at any meeting of

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the Members. Such person shall be known as a "Voting Member". Such Voting Member may be the Owner or one of the group composed of all the Owners of a Dwelling Parcel or may be some person designated by such Owner or Owners to act as proxy on his or her behalf and who need not be an Owner. Such designation shall be made in writing and shall be revocable at any time by actual notice to the members of the Board by the Owner or owners. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

3.3 Voting Rights: Each Dwelling Parcel shall be entitled to one vote.

3.4 Qualification of Board: For a period commencing on the date this Declaration is executed and ending upon the qualification of the directors elected at the initial meeting of Voting Members, the Declarants shall have the right to designate and select the persons who shall serve as members of the Board and exercise the powers of the Board as provided herein. Except for directors so designated by Declarants, each member of the Board shall be one of the Owners and shall reside on a Dwelling Parcel; provided, however, that in the event an Owner is a trust, an Owner of a beneficial interest in said trust, shall be eligible to serve as a member of the Board, so long as said person resides on a Dwelling Parcel.

3.5 Election of Directors:

(a) The initial Board of Directors designated by the Declarants shall consist of three directors who shall serve without compensation. Such initial Board shall serve for a period commencing on the date the Association is formed by the filing of the Articles of Incorporation therefore in the office of the Secretary of State of Illinois and ending upon the qualification of the Directors elected at the initial meeting of Voting Members held as provided in Section 3.6 hereof. At the initial meeting held as provided in Section 3.6 hereof, the Voting Members shall elect three (3) Board members who shall serve until the first annual meeting or until removed. In all elections for members of the Board, each Voting Member shall be entitled to vote on a cumulative voting basis and the candidates receiving the highest number of votes with respect to the number of offices to be filled shall be deemed to be elected.

(b) Commencing with the date of the first annual meeting of the members, the number of members of the Board shall be three and shall be elected for a term of one year and until their respective successors shall have been elected and qualified. All members of the Board shall be elected at large. Each member of the Board shall hold office without compensation. The members having at least sixty-six percent (66%) of the total votes may from time to time increase the number of persons on the Board or may decrease the term of office of a Board member at any annual or special meeting provided that such number of Board members shall never be less than a three and that the terms of at least one-half of the Board members shall expire annually. A member of the Board may succeed himself or herself in office and in the event two or more individuals receive the same number of votes the election shall be determined by lot. Upon the expiration of the terms of office of the Board members so elected at the first annual meeting and thereafter, successors shall be elected for a term of one (1) year each.

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(c) Vacancies in the Board, including vacancies due to any increase in the number of persons on the Board shall be filled by the majority vote of all remaining Board members and if the Board members cannot agree at a special meeting of the Voting Members. The Board shall act by majority vote of those present at its meeting when a quorum exists. Meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may adopt. A majority of the total number of members on the Board shall constitute a quorum.

(d) The Board shall elect from among its members a President who shall preside over both its meetings and those of the Voting Members and who shall be the chief executive officer of the Board and Association, a Secretary who shall keep minutes of all meetings, a Treasurer and such other officers as the Board shall see fit. Except for Directors designated by the Developer any Board member may be removed from office by the affirmative vote of Voting Members holding two-thirds (2/3) of the total votes.

3.6 Meetings of Voting Members:

(a) Meetings of the Voting Members shall be held at such places and times as shall be designated in any notice of a meeting by the Board. The presence in person or by proxy at any meeting of the Voting Members having a majority of the total votes shall constitute a quorum. Unless otherwise expressly provided herein, any action may be taken at any meeting of the Voting Members at which a quorum is present upon the affirmative vote of the Voting Members having a majority of the total votes present at such meeting. In the event that a quorum is not present at any meeting of the Voting Members, another meeting may be called by notice from the Board and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting; provided that no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

(b) The initial meeting of Voting Members shall be held upon not less than ten (10) days written notice from the Declarants. Such notice must be given no later than the earlier of (i) thirty (30) days after the sale and conveyance of title to seventy-six percent (76%) of the Dwelling Parcels but such notice may, at the discretion of the Developer, be given earlier. Thereafter, there shall be an annual meeting of the Voting Members on or about the 1st of November following such initial meeting and at the same time thereafter in each succeeding year, or at such other reasonable date and at such time, and at such place, as may be designated by written notice from the Board.

(c) Special meetings of the Voting Members may be called at any time for any reasonable purpose on not less than ten (10) days notice from a majority of the Board or the voting members holding one-third (1/3) of the total votes.

(d) Notices of meetings may be delivered personally or by mail to the Voting Members, addressed to each such Voting Member at the address given by him to the Board, or if no address shall be given, addressed to such Voting Member at his/her Dwelling Parcel.

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3.7 General Powers of the Board: The Board shall have the following powers:

(a) To adopt rules and regulations governing the maintenance and administration of the Dwelling Parcels for the health, comfort, safety and general welfare of the Owners and occupants thereof.

(b) To enter into contracts on behalf of, and to purchase or secure in the name of, the Association any materials, supplies, insurance, equipment, fixtures, labor, services (including the services of accountants and attorneys) required by the terms of this Declaration or the bylaws of the Association, or which in its reasonable opinion shall be necessary or proper for the operation or protection of the Association and its members and for the enforcement of the provisions of this Declaration.

(c) To enter upon, and to have its contractors, subcontractors and agents enter upon, any Dwelling Parcel as may be required to exercise all of the rights and obligations granted to or imposed upon it pursuant to this Declaration or to correct any condition that in the Board's judgment is a nuisance or is damaging to any Owner or occupant.

(d) To enter into contracts, maintain one or more bank accounts (granting authority as the Board shall desire to one or more persons to draw upon such accounts), and generally, to have all the powers necessary and incidental to the operation and management of the Association.

(e) To take such action as may be required to enforce the provisions of the Declaration and the rules and regulations made hereunder.

(f) To exercise any and all powers, rights and authorities provided in the Illinois General Not-For-Profit Corporation Act, as amended from time to time.

(g) To set and collect assessments from the Owners for the purposes provided for herein.

3.8 Liability of the Board of Directors: Neither the members of the Board nor the officers of the Association shall be liable to the owners for any mistake of judgment or for any other acts or omissions of any nature whatsoever as such Board members and officers except for any acts or omissions which constitute gross negligence or fraud. The Owners shall indemnify and hold harmless each of the members of the Board and each of the officers of the Association against all contractual and other liabilities to others arising out of contracts made by or other acts of the Board and officers of the Association on behalf of the Owners or arising out of their status as Board members or officers unless any such contract or act shall have been made fraudulently or with gross negligence or contrary to the provisions of this Declaration. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, counsel fees, amounts of judgments paid and

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amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, in which any member of the Board or officers of the Association may be involved by virtue of such persons being or having been such member or officer; provided, however, that such indemnity shall not be operative with respect to (a) any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such member or officer, or (b) any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is not reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such member or officer.

3.9 Books and Records: The books and records of the Association may be examined by any Owner and any holder of a first mortgage on a Dwelling Parcel at the office where such books and records are maintained, during normal business hours for any proper purpose upon prior written notice to the Board.

ARTICLE IV COVENANTS AND RESTRICTIONS

4.1 Use & Maintenance: Each Dwelling Parcel is and shall be for the exclusive use and enjoyment of the respective unit Owner(s) of said Dwelling Parcel. The Owner(s) of each Dwelling Parcel, except as provided otherwise in Article VII, shall have the responsibility for and duty to maintain their Dwelling Parcel in good condition and repair.

4.2 Exterior: Declarants have taken care and expended sums to create an architectural design and style reflecting continuity of the Townhomes with each other and the neighborhood in general. Accordingly, any cosmetic, structural or physical alterations or modifications to the exterior or structure of the Townhomes is expressly prohibited. This prohibition includes, but is not limited to, the masonry and wooden portions, exterior materials, doors, windows and roofline.

4.3 Additions: Declarants have caused the design of the Townhomes to provide for a maximum amount of living space in proportion to the size of the lot upon which the Townhome is constructed. Accordingly, no additions or structures or other enclosures may be constructed on the Townhomes, or the Dwelling Parcels which they occupy, provided, however, that the decks or patios may be constructed on the back of a Townhome. Any deck or patio so constructed shall be for the exclusive use of the Dwelling Parcel to which it is attached or adjacent.

4.4 Painting, Decorating & Landscaping: All outside painting of the Townhomes and Dwelling Parcels shall conform in color and quality to the outside painting and decorating of all other Townhomes, said color, quality and material to be determined by the Association.

4.5 Insurance:

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(a) Each Owner shall maintain in full force and effect, with a company licensed to conduct business in the State of Illinois, a policy of insurance covering his Townhome against loss or damage by fire and against loss or damage by occurrences now or hereafter embraced by standard extended coverage and vandalism and malicious mischief in one hundred percent (100%) of the full insurable replacement cost of such Townhome. In addition thereto, each unit Owner(s) shall be required to maintain public liability insurance in an amount not less than \$250,000 per injury/\$500,000 per occurrence; unless a greater or lesser amount is subsequently decided by the Board. Each Owner shall deliver to the Board a certificate of insurance confirming that such insurance is in effect and a certificate for all renewals thereof. In the event of the failure of an Owner to maintain the insurance required herein, the Association shall have the right, but not the obligation, to obtain such insurance in the name of such Owner and to add the cost thereof to the assessments due from such Owner. In the event of any damage to a Townhome by fire or other casualty, the Owner of such Townhome shall repair, restore and rebuild the portion of such Townhome so damaged or destroyed to its condition as near as possible, immediately preceding such fire or other casualty as rapidly as possible but in all instances within 120 days after the occurrence of such damage, unless prevented by inclement weather or other causes beyond such Owner's reasonable control, in which event reconstruction shall be completed within 180 days after the occurrence of such damage. Should such Owner fail to reconstruct such Townhome as aforesaid, the Association may undertake to do such construction as it deems necessary, and to charge such Owner the costs thereof. Any amounts so charged to an Owner shall bear interest and constitute a lien in the same manner as provided in Article VI herein.

(b) No Owner shall permit anything to be done or kept in his Townhome which will result in the increase in the rate charged or in the cancellation of any insurance carried by any other Owner, or which would be in violation of any law.

(c) The Association may maintain a policy or policies of comprehensive general liability insurance insuring on an occurrence basis the Association, its Directors, officers, the members, and the Associations agents and employees against claims for personal injury, including death and property damage, arising out of any occurrence in connection with any act or omission of or in behalf of the Association, its Board of Directors, agents or employees within the Property.

(d) The Association may also obtain and maintain in the discretion of the Board a policy or policies of insurance with reputable insurance carriers providing such other insurance in such limits and for such purpose as the Association may, from time to time, deem reasonable and appropriate.

(e) To the extent feasible, all policies of insurance obtained by the Association shall contain provisions that no act or omission of any named insured shall affect or limit the obligation of the insurance company to pay the amounts of any loss sustained. In addition, all policies of insurance provided for herein shall provide that the insurer waives its right of

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subrogation under the policy against any Owner or member of the Owners household and against members of the Board.

(f) The expense of insurance premiums paid by the Association under this Article shall be an expense of the Association to which the assessments collected by the Association from the Owners shall be applied.

4.6 Noxious Use: Nothing shall be done on any Dwelling Parcel or within any Townhome of a noxious or offensive nature, nor shall any outside lighting or loudspeakers or other sound producing devices be used which will interfere with the quiet use and enjoyment of other adjacent Owners. Waste shall be kept in sanitary containers. The interior and exterior of the Townhome shall be maintained by the Owner in a clean, sanitary and attractive condition. Each Owner shall take such steps as are necessary to ensure that the interior of a Townhome is reasonably free from pests and vermin. Owners shall also maintain, cultivate and keep in good condition all trees, grass, shrubs and other landscaping on their Dwelling Parcel.

4.7 Smoke/Fire Detectors: Each Owner shall be required to install and maintain, in good operating condition, smoke/fire detectors for each floor of his/her Townhome.

4.8 Ordinance Compliance: Each Owner shall maintain his/her unit in compliance with the Sauk Village Codes and other pertinent ordinances existing at date hereof or hereafter adopted.

4.9 Dividing Walls:

(a) In the event of damage by fire or other casualty to any structure upon any Dwelling Parcel, the Owner of the structure damaged shall be entitled to place floor joists and other supports in the dividing wall or walls.

(b) The Owner or Owners of each Dwelling Parcel shall be entitled to break through the dividing walls of such Dwelling Parcel for the purpose of necessary repairs to sewerages, water and utility facilities. The cost of restoration of the dividing wall to its previous condition, in such case, shall be borne solely by the Owner making such repairs.

4.10 Aerials: No aerial for radio or television reception or transmission shall be constructed or maintained upon the exterior of any structure herein described.

4.11 No Temporary Buildings, Outbuildings, Campers, Trailers, etc.: No temporary house, tent, stand, shack, or other structure or building of a temporary character shall be constructed, placed or allowed to exist on the Property at any time as a temporary or permanent residence. No trucks, truck-mounted campers, motor homes, motorcycles, trailers, buses, boats, boat trailers, campers, recreational vehicles [including snow mobiles] or dilapidated/disabled vehicles of any kind shall be maintained, repaired, stored on the Property unless garaged completely in a garage attached to the Townhome. Commercial vehicles may be parked on the Property but only for the time period and for sole purpose of deliveries or

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while during such period of the day that the owner of the vehicle is performing work on a Townhome or a Dwelling Parcel, but in no event shall overnight parking of such vehicle be allowed. For purposes of this provision, the terms "truck and commercial vehicles" shall not include sports utility vehicles, pick-up trucks, or other types of trucks that are typically considered vehicles for personal everyday use [e.g. Ford F150].

4.12 Outdoor Facilities and Furniture: No outdoor play facilities shall be placed on the Property.

4.13 Outdoor Appearance:

(a) Implements, machinery, lumber and building materials are not permitted to remain exposed on the Property except as is reasonably necessary during the period of construction inside a residence.

(b) No portion of the Property shall be used as a drying or hanging area for laundry of any kind.

4.14 Animals: Dogs, cats and other household pets are allowed, provided they are not kept, bred or maintained for any commercial purposes, do not make excessive noise, do not otherwise create a nuisance or inconvenience and/or do not present a danger to any of the residents. Any pets which cause excessive noise or otherwise constitute a nuisance, inconvenience or danger shall forthwith be removed from the Property by the person having custody of the same. This decision shall be made by the Association in its sole discretion. An animal owner is responsible for immediately cleaning up after his pet.

4.15 Fences: No fences shall be constructed on the Property.

ARTICLE V PARTY WALLS

5.1 Description: Each Townhome has either one (1) or two (2) party walls comprising the side demising walls of the Townhome. Said party walls are constructed of either masonry or of woodframe and plasterboard materials. The wall separating one Townhome from another is herewith declared as a party wall. The Declarant herewith sets forth the rights, duties and obligations in connection with said party walls.

5.2 Declaration:

(a) The party wall separating two (2) Townhomes shall be for the exclusive use and benefit of the Townhomes which share said wall, their respective Owners, heirs, legal representatives, successors and assigns subject to the terms of this Declaration.

(b) Each Owner sharing a party wall may use said party wall in any manner which shall not materially interfere with the use and enjoyment thereof by the other Owner.

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(c) Any and all costs and expenses necessary for the maintenance and preservation of the party wall in good condition and repair (exclusive of the drywall on one side of a party wall) shall be borne equally between the Owners who share said party wall.

(d) Declarants hereby set forth that if it shall hereafter become necessary or desirable to repair or replace the whole or any portion of a party wall, the expense of such repairing or rebuilding shall be shared equally by the Owners who share said party wall, and whenever the party wall or such portion thereof shall be rebuilt, it shall be erected in the same location and on the same line, and be of the same size, and the same or similar material, and of like quality with the present party wall, except where said party wall shall no longer be a shared party wall, but become an exterior wall, then in that case, the material and quality shall be similar to the material and design of other exterior walls on the Townhomes.

Notwithstanding anything herein contained to the contrary, it is further agreed that in the event of damage or destruction of a party wall from any cause, other than the negligence of either of the Owners sharing said party wall, and other than on account of fire or other casualty to one of the Townhomes sharing said party wall, either of the parties sharing said party wall shall have the right to repair or rebuild the party wall, and (i) the expense thereof shall be apportioned as hereinabove provided, and (ii) each Owner shall have the full use of the party wall so repaired or rebuilt if damage to or destruction of the party wall shall have been caused by loss by fire or other casualty to the property of, or by the negligence of one party sharing said party wall, such party shall bear the entire cost of repair or rebuilding. If either party sharing said party wall shall neglect or refuse to pay his share as aforesaid, the other party may have the party wall repaired or rebuilt and, in addition to any other remedy available to him by law, shall be entitled to have a mechanic's lien on the premises of the party so failing to pay in the amount of such defaulting party's share of the repair or rebuilding cost. Any repairing or rebuilding done hereunder shall be performed timely and in a good and workmanlike manner, and to the extent possible, accomplished without interruption to the normal usages of the Townhomes which share said party wall.

(e) Each Owner sharing a party wall is licensed by the other Owner who shares said wall, upon reasonable notice and proof of need, to enter upon the other party's premises for the limited and express purpose of erecting, repairing or rebuilding the party wall as hereinabove provided; provided, however, that no such erecting, repairing or rebuilding shall impair or diminish the then existing structural integrity of the other's Townhome.

(f) The benefits and burdens of the covenants herein contained shall annex to and be construed as covenants running with the aforesaid Dwelling Parcel herein described and shall bind the respective parties hereto and their respective heirs, legal representatives, successors and assigns. Nothing herein contained, however, shall be construed to be a conveyance by either party of his respective rights in the fee of the real estate on which the party wall shall stand.

(g) To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to neglect or willful acts or omissions, shall apply thereto.

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ARTICLE VI ASSESSMENTS

6.1 Personal Obligation: Each Owner (except for the Developer) by acceptance of a deed for a Dwelling Parcel, whether or not it shall be so expressed in any such deed, or other conveyance for such Dwelling Parcel, hereby covenants and agrees to pay to the Association such assessments and fees as are levied pursuant to the provisions of this Declaration and the bylaws of the Association. Such assessments and fees, whether special or otherwise, not paid when due, together with interest thereon at the rate of ten percent (10%) per annum, late fees of \$25.00 per month (or such other amount as the Board shall from time to time determine) and costs of collection, including attorneys' fees incurred in respect thereto whether or not suit shall be instituted, shall be a charge and a continuing lien upon the Dwelling Parcel against which such assessment is made. Furthermore, each such assessment, together with such interest, costs, late fees and other fees, shall be the personal obligation of the person who was the Owner of such Dwelling Parcel on the date upon which such assessment became due. Personal liability for such assessments shall not pass to a bona fide purchaser of a Dwelling Parcel unless expressly assumed by such purchaser. The Declarants, to the extent that they shall be an Owner of a Dwelling Parcel which is leased to any person, shall, as to each such leased Dwelling Parcel, be subject to the provisions of this Article from and after the first day of the month in which the Declarants first receives rent for such Dwelling Parcel. Except as provided in the preceding sentence, the Declarants shall not be liable for the payment of assessments hereunder on the portions of the Property owned by the Declarants nor shall Declarants be subject to liens hereunder; provided, however, that the Declarants shall pay the actual costs incurred by the Association attributable to the maintenance and repair of those portions of the Property owned by the Declarants.

6.2 Purpose of Assessments: The assessments and fees levied by the Association shall be used for the purpose of promoting the health, safety and welfare of the Members of the Association and, in particular, for (a) paying the cost of maintenance and repair of: (i) sidewalks; (ii) maintenance and repair to the exteriors of the Townhomes and the roof (except for the windows and doors which are the responsibility of the Owner of the Dwelling Parcel); (iii) maintenance and repair of the Townhomes to the extent an Owner has failed to do so (in which case said assessments or fees shall be levied entirely against the Dwelling Parcel upon which such repairs or maintenance were necessitated by the Owner's failure to do so) provided that nothing herein should obligate the Association to perform said repairs; (iv) services that the Association may elect to provide; including the cost of labor, equipment, services (including utilities and security services, accountants', attorneys' and other professional fees, licenses and permits) and the materials in connection therewith; (b) the establishment of such reasonable reserves, if any, as the Board deems appropriate, (c) the performance of the duties of the Board as set forth in this Declaration and the bylaws of the Association, including the enforcement of the provisions thereof; and (d) the cost of insurance as provided for herein to be maintained by the association; and (e) in general, carrying out the purposes of the Association as stated herein and in the Articles of Incorporation of the Association.

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6.3 Annual Assessments: Each year on or before December 1, the Board shall estimate the total amount (the "Aggregate Annual Assessment") necessary to provide the materials and services which will be required for the ensuing calendar year in the operation of the Association (which estimate shall include a reasonable amount considered by the Board to be desirable for contingencies) and shall notify each Owner in writing as to the amount of the Aggregate Annual Assessment with a reasonable itemization thereof and of the amount thereof allocable to such Owner. Each Owner shall be allocated that portion of the Aggregate Annual Assessment as shall be determined by dividing the Aggregate Annual Assessment by the total number of Dwelling Parcels on the Property.

6.4 Special Assessments: In addition to the annual assessments authorized pursuant to Paragraph 6.3, the Board may at any time or from time to time levy special assessments. Special assessments shall be levied for the purpose of defraying, in whole or in part, the cost incurred by the Association for any repair, replacement, maintenance, service, labor or materials in the Aggregate Annual Assessment is not sufficient in the reasonable discretion of the Board Year. Special assessments shall not exceed in any one twelve month period the sum of five hundred (\$500) dollars per assessed Dwelling Parcel, unless such special assessment shall first be approved by the affirmative votes of not less than three quarters (3/4) of the votes cast at the annual or a special meeting of the Members called and held in accordance with the provisions of Paragraph 6.5 hereof. Special assessments shall be allocated to each Owner in the same manner as such Owner's respective share of the Aggregate Annual Assessment.

6.5 Notice and Quorum: Written notice of any meeting called for the purpose of authorizing any special assessment requiring approval pursuant to Paragraph 6.4 hereof shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence in person or by proxy of Members entitled to cast one-half (1/2) of all the votes shall constitute a quorum.

6.6 Proof of Payment: Upon written demand of an Owner or mortgagee at any time, the Association shall furnish such Owner or mortgagee a written certificate signed by an officer of the Association setting forth whether there are any unpaid annual or special assessments levied against such Owner's Dwelling Parcel. Such certificate shall be conclusive evidence of payment of any annual or special assessments not stated therein as unpaid.

6.7 Nonpayment of Assessments: Any assessment which is not paid when due shall be deemed delinquent. If an assessment is not paid within ten (10) days after the delinquency date, such assessment shall bear interest at the rate provided in Section 6.1 from the delinquency date and the Board may impose a late fee as provided in Section 6.1. In the event of the failure of any Owner to pay any assessment, maintenance charge, interest charge, late fee or other fees or costs of collection, when due, the amount thereof shall constitute a lien on the Dwelling Parcel of such Owner. The Board shall, in the name of and on behalf of the Association, have all rights and remedies to enforce such collections as shall from time to time be permitted by law, including bringing an action at law or in equity against such Owner and foreclosing the aforesaid lien. All expenses of the Association in connection with such action or proceedings, whether or not suit shall be instituted, including attorneys' fees and court costs and other fees and expenses shall be charged to and assessed against such Owner (and shall

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constitute a personal liability of such Owner) and shall be added to and deemed part of his assessments and the Association shall have a lien for all of the same upon the Dwelling Parcel of such Owner.

6.8 Subordination of Lien to Mortgage: The lien of the assessments provided for herein shall be subordinate to the lien of any prior, recorded first mortgage or trust deed on a Dwelling Parcel made to any bank, savings and loan association or other institutional lender except for the amount of any assessments which becomes due and payable from and after the date such lender obtains title to such Dwelling Parcel pursuant to a decree of foreclosure or any other proceeding in lieu of foreclosure. Such transfer of title shall not relieve such Dwelling Parcel from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment.

6.9 Initial Assessments: The Developer shall collect from each purchaser of a Dwelling Parcel, at the time of closing of the purchase thereof, an amount equal to two hundred and fifty (\$250.00) dollars. The amounts so collected shall be utilized to fund an operating reserve for the Association.

ARTICLE VII EXTERIOR MAINTENANCE AND REPAIRS

The Association shall be responsible for providing and paying the cost of maintenance and repair of: (i) sidewalks; (ii) such maintenance and repair of the exterior of the Townhomes and the roof and gutters (but excluding doors and windows which are the responsibility of each Owner of a Dwelling Parcel) which the Association may elect to provide; and (iii) such services that the Association may elect to provide that benefit all the Dwelling Parcels in the discretion of the Board. Provided, however, that any repair caused by the negligence of the Owners of a Dwelling Parcel, member of their household or their guests or invitees may be assessed against said Dwelling Parcel in the discretion of the Board.

ARTICLE VIII GENERAL PROVISIONS

8.1 Special Amendment: Notwithstanding any terms to the contrary herein stated, the Declarants hereby reserve for and grant to themselves the right and power to record, at the Declarant's sole discretion, a special amendment to the Declaration at any time and from time to time which amends the Declaration: (i) to comply with requirements of residential loan programs that are government-funded, (ii) to correct clerical or typographical errors or inconsistencies within the Declaration and/or (iii) to bring the Declaration into compliance with applicable laws, ordinances and/or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved for and granted to the Declarants by the Declarants to make and/or consent to a special amendment on behalf of each Owner of a Dwelling Parcel. The acceptance of a deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Lot shall be deemed to be a grant, acknowledgement and consent to the reservations and grants of said powers and rights for and to the Declarants to make, sign and record such special amendments. The Declarant's right and power to make

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special amendments hereunder shall terminate on the date that the Declarants no longer holds power of direction over, has a beneficial or financial interest in or holds legal or equitable title to any part of the Land.

8.2 Severability: Invalidation of all or any portion of any of the covenants, restrictions, easements, conditions, reservations, liens and charges imposed by this Declaration, by legislation, judgment or court order shall in no way affect any other provisions of this Declaration, all of which shall remain in full force and effect.

8.3 Amendment: The provisions of this Declaration may be amended by an instrument executed and acknowledged by the Board and approved by the Owners of not less than three-fourths (3/4) of the Dwelling Parcels which are subject to the provisions of the Declaration, and containing an affidavit by an officer of the Board certifying that a copy of the amendment has been mailed by certified mail to all mortgagees having bona fide liens of record against any Dwelling Parcel, no less than five (5) days prior to the date of such affidavit. No amendment affecting the right of the holder of any first mortgage or trust deed on a Dwelling Parcel shall be made without the consent of such mortgagee or holder. No amendment shall be effective unless recorded in the office of the Recorder of Deeds of Cook County, Illinois. Those provisions of this Declaration relating to the rights, privileges or obligations of the Declarants may only be amended upon the prior written consent of the Declarants. This Declaration may be amended by Declarants in any manner prior to the conveyance by Declarants of any Dwelling Parcel to any other Owner.

8.4 Enforcement: Enforcement by the Association or any Owner of the covenants and restrictions contained in this Declaration shall be had by any proceeding at law or in equity against any person or persons violating or attempting to violate any such covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so thereafter.

8.5 Notices: Any notice required to be sent to any Member of the Association or to an Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage prepaid, to the last known address of such Member or Owner as it appears on the records of the Association at the time of such mailing.

8.6 Titleholding Land Trust: In the event title to any Dwelling Parcel is conveyed to a titleholding trust, under the terms of which all power of management, operation and control of such Dwelling Parcel remain vested in the trust beneficiary or beneficiaries, then the beneficiaries thereunder from time to time shall be responsible for payment of all obligations, liens or indebtedness and for the performance of all agreements, covenants and undertakings chargeable or created under this Declaration against such Dwelling Parcel. No claim shall be made against any such titleholding trustee personally for payment of any lien or obligations hereunder created and the trustee shall not be obligated to sequester funds or trust property to apply in whole or in part against such lien or obligation. The amount of such lien or obligation shall continue to be a charge or lien upon such Dwelling Parcel and the beneficiaries of such

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trust notwithstanding any transfers of the beneficial interest of any such trust or any transfers of title to such Dwelling Parcel.

8.7 Duration: The covenants, restrictions, conditions, reservations, liens and charges imposed or established by or created under this Declaration shall run with and bind the land for a period of fifty (50) years from the date of the recording of this Declaration and may be enforced by the Association or any Owner through any proceeding in law or in equity. Failure by the Association or any Owner to so enforce shall in no event be deemed a waiver of the right to do so thereafter. After the expiration of said fifty (50) year period, all of such covenants, restrictions, conditions, reservations, liens and charges shall continue to run with and bind the land for successive periods of ten (10) years each unless revoked, changed or amended in whole or in part, by an instrument in writing which is executed by the Owners of not less than two-thirds of the Dwelling Parcels and recorded in the office of the Recorder of Deeds for Cook County, Illinois. Except in case of condemnation or destruction of a substantial portion of the Dwelling Units, the legal status of the Association shall not be terminated without the affirmative vote of not less than 75% of the holders of first mortgages on the Dwelling Units. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of: (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George W. Bush, the current president of the United States of America.

8.8 Captions: The Article and Paragraph headings herein are intended for convenience only and shall not be construed with any substantive effect in this Declaration.

8.9 Successors and Assigns: Each grantee of the Declarants, and each subsequent grantee, by the acceptance of a deed of conveyance, and each purchaser under any contract for such deed of conveyance, accepts said deed or contract subject to all restrictions, conditions, covenants, easements, reservations, liens and charges, and the jurisdiction, rights and powers created or reserved by this Declaration and shall be deemed to have agreed to perform all undertakings and to be bound by all agreements and covenants imposed on him by this Declaration. All rights, benefits and privileges of every character hereby granted, created, reserved or declared and all impositions and obligations hereby imposed shall be deemed and taken to be covenants running with the land, and shall bind any person having at any time any interest or estate in the property, and shall inure to the benefit of such grantee or purchaser in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract for conveyance. All rights granted specifically to Declarants under this Declaration shall be binding upon the successors and assigns of Declarants, provided, however, that the Owners shall not be deemed to be the successors and assigns of Declarants for purposes of this paragraph.

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IN WITNESS WHEREOF, the Company hereto has caused these presents to be signed by its proper member(s) and its seal to be hereunto affixed this 29th day of November, 2005.

SAUK TRAIL TOWNHOMES II

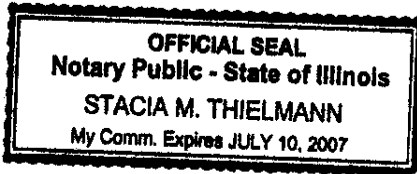
By: Chris Coyne By Tom [Signature]
Chris Coyne / Declarant
As POA of
CHRIS COYNE

STATE OF IL)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **CHRIS COYNE**, personally known to me to be the same person whose name is subscribed above, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 29th day of November, 2005.

Stacia M. Thielmann
Notary Public



SAUK TRAIL TOWNHOMES II

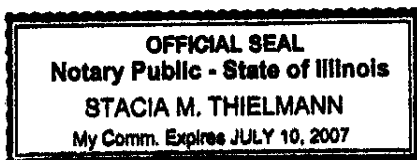
By: [Signature]
Steve Servant, Declarant

STATE OF IL)
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **STEVE SERVANT**, personally known to me to be the same person whose name is subscribed above, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of November, 2005.

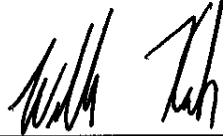
Stacia M. Thielmann
Notary Public

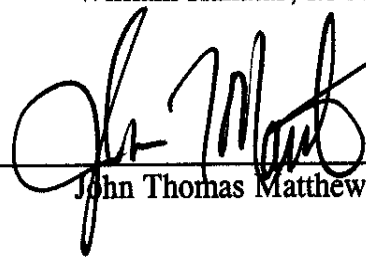


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Declarant of Sauk Trail Townhomes II

~~SAUK TRAIL GROUP, LLC~~

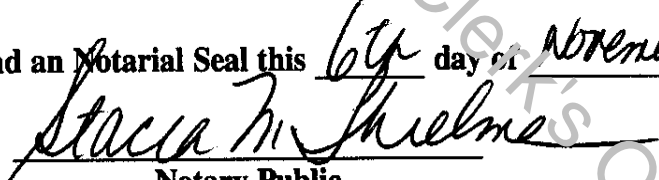
By: 
William Kanatas, *Its Manager*

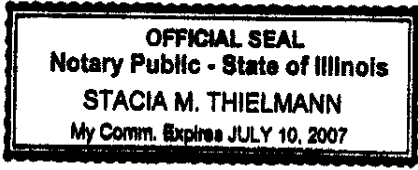
By: 
John Thomas Matthew, *Its Manager*

STATE OF IL
COUNTY OF COOK

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that **WILLIAM KANATAS** and **JOHN THOMAS MATTHEWS**, personally known to me to be the same persons whose names are subscribed above, appeared before me this day in person and acknowledged to me that they, being thereunto duly authorized, signed and delivered said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 6th day of November, 2005.


Notary Public



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Consented to:

JEFFREY D. WILLIAMS

By: Jeffrey Williams

STATE OF ILLINOIS)

COUNTY OF Cook)

I, the undersigned, a Notary Public in and for the County and State aforesaid, do hereby certify that Jeffrey Williams, personally known to me to be the same person whose name is subscribed above, appeared before me this day in person and acknowledged to me that he, being thereunto duly authorized, signed and delivered said instrument as his own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 21st day of November, 2005.

Maureen M. Fahey
Notary Public



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Consented to:

TCF NATIONAL BANK, a
National Banking Association

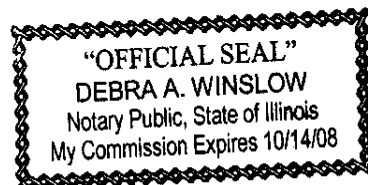
By: [Signature]
Its: SENIOR VICE PRESIDENT

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that LUKE K. OOSTERHOUSE, of TCF Bank, a National Banking Association, personally known to me to be the same person whose name is subscribed above as SENIOR VICE PRESIDENT, appeared before me this day in person, and acknowledged that he/she signed, sealed and delivered the said instrument as his/her own free and voluntary act, and as the free and voluntary act of said Bank for the uses and purposes, therein set forth.

Given under my hand and notarial seal this 27th day of October, 2005

Debra A. Winslow
NOTARY PUBLIC



This document was prepared by: Anthony G. Barone, *Barone & Jenkins, P.C.*,
721 Enterprise Drive, Suite #200, Oak Brook, IL. 60523

UNOFFICIAL COPY**UNIT 1**

THAT PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 27 OF SOUTHDALE SUBDIVISION UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1958 AS DOCUMENT 17331660; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 27 AS FOLLOWS: NORTH 6 DEGREES 08 MINUTES 02 SECONDS WEST, 85.56 FEET; THENCE SOUTH 72 DEGREES, 15 MINUTES, 11 SECONDS WEST, THROUGH THE CENTER OF A PARTY WALL, 114.66 FEET TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET, AND AN ARC DISTANCE OF 41.59 FEET; THENCE SOUTH 5 DEGREES 12 MINUTES 35 SECONDS EAST, 12.39 FEET TO THE NORTHERLY LINE OF 219TH PLACE; THENCE NORTH 88 DEGREES 16 MINUTES 47 SECONDS 111.28 FEET TO THE POINT OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

common address: 21915 Jeffrey Avenue, Sauk Village, Illinois 60411

UNIT 2

THAT PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 27 OF SOUTHDALE SUBDIVISION UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1958 AS DOCUMENT 17331660; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 27 AS FOLLOWS: NORTH 6 DEGREES 08 MINUTES 02 SECONDS WEST, 85.56 FEET TO THE POINT OF COMMENCEMENT OF UNIT 2; THENCE CONTINUING NORTH 06 DEGREES, 08 MINUTES, 02 SECONDS WEST 15.03 FEET; THENCE NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 5.91 FEET; THENCE SOUTH 72 DEGREES, 17 MINUTES, 12 SECONDS WEST, THROUGH THE CENTER OF A PARTY WALL 116.38 FEET TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET AND AN ARC LENGTH OF 22.76 FEET; THENCE NORTH 72 DEGREES 15 MINUTES, 11 SECONDS EAST, THROUGH THE CENTER OF A PARTY WALL 114.66 FEET TO THE POINT OF COMMENCEMENT, ALL IN COOK COUNTY, ILLINOIS.

common address: 21923 Jeffrey Avenue, Sauk Village, Illinois 60411

UNIT 3

THAT PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 27 OF SOUTHDALE SUBDIVISION UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1958 AS DOCUMENT 17331660; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 27 AS FOLLOWS: NORTH 6 DEGREES 08 MINUTES 02 SECONDS WEST, 100.59 FEET; THENCE NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 5.91 FEET TO THE POINT OF COMMENCEMENT OF UNIT 3; THENCE CONTINUING NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 22.54 FEET; THENCE SOUTH 72 DEGREES, 22 MINUTES, 09 SECONDS WEST, THROUGH THE CENTER OF A PARTY WALL, 117.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET, AND AN ARC DISTANCE OF 22.66 FEET; THENCE NORTH 72 DEGREES, 17 MINUTES, 12 SECONDS EAST, THROUGH THE CENTER OF A PARTY WALL, 116.38 FEET, TO THE POINT OF COMMENCEMENT, ALL IN COOK COUNTY, ILLINOIS.

common address: 21921 Jeffrey Avenue, Sauk Village, Illinois 60411

UNOFFICIAL COPY**UNIT 4**

THAT PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 27 OF SOUTHDALE SUBDIVISION UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1958 AS DOCUMENT 17331660; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 27 AS FOLLOWS: NORTH 6 DEGREES 08 MINUTES 02 SECONDS WEST, 100.59 FEET; THENCE NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 28.45 FEET TO THE POINT OF COMMENCEMENT OF UNIT 4; THENCE CONTINUING NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 22.97 FEET; THENCE SOUTH 72 DEGREES, 16 MINUTES, 01 SECONDS WEST, THROUGH THE CENTER OF A PARTY WALL 119.88 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET, AND AN ARC DISTANCE OF 22.91 FEET; THENCE NORTH 72 DEGREES, 22 MINUTES, 09 SECONDS EAST, THROUGH THE CENTER OF A PROPERTY WALL, 117.45 FEET TO THE POINT OF COMMENCEMENT, ALL IN COOK COUNTY, ILLINOIS.

common address: 21919 Jeffrey Avenue, Sauk Village, Illinois 60411

UNIT 5

THAT PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 27 OF SOUTHDALE SUBDIVISION UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1958 AS DOCUMENT 17331660; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 27 AS FOLLOWS: NORTH 6 DEGREES 08 MINUTES 02 SECONDS WEST, 100.59 FEET; THENCE NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 51.97 FEET TO THE POINT OF COMMENCEMENT OF UNIT 5; THENCE CONTINUING NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 20.72 FEET; THENCE SOUTH 72 DEGREES, 14 MINUTES, 10 SECONDS WEST, THROUGH THE CENTER OF A PARTY WALL, 123.23 FEET, TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET, AND AN ARC DISTANCE OF 20.67 FEET; THENCE NORTH 72 DEGREES, 16 MINUTES 01 SECONDS EAST, THROUGH THE CENTER OF A PARTY WALL, 119.88 FEET, TO THE POINT OF COMMENCEMENT, ALL IN COOK COUNTY, ILLINOIS.

common address: 21917 Jeffrey Avenue, Sauk Village, Illinois 60411

UNIT 6

THAT PART OF THE WEST HALF OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 BLOCK 27 OF SOUTHDALE SUBDIVISION UNIT 2, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 29, 1958 AS DOCUMENT 17331660; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID BLOCK 27 AS FOLLOWS: NORTH 6 DEGREES 08 MINUTES 02 SECONDS WEST, 100.59 FEET; THENCE NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 72.14 FEET TO THE POINT OF COMMENCEMENT OF UNIT 6; THENCE CONTINUING NORTH 13 DEGREES, 23 MINUTES, 17 SECONDS WEST, 49.20 FEET; THENCE NORTH 23 DEGREES, 04 MINUTES, 26 SECONDS WEST 31.13 FEET; THENCE SOUTH 57 DEGREES, 51 MINUTES, 57 SECONDS WEST, 136.45 FEET TO THE EASTERLY RIGHT OF WAY LINE OF JEFFERY AVENUE; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE BEING A CURVE CONVEX EASTERLY WITH A RADIUS OF 387.32 FEET, AND AN ARC DISTANCE OF 46.92 FEET; THENCE NORTH 72 DEGREES, 14 MINUTES, 10 SECONDS EAST, THROUGH THE CENTER OF A PARTY WALL, 123.23 FEET TO THE POINT OF COMMENCEMENT, ALL IN COOK COUNTY, ILLINOIS.

common address: 21915 Jeffrey Avenue, Sauk Village, Illinois 60411

UNOFFICIAL COPY

OVERS

**EXHIBIT
FORWARD
TO BASEMENT
FOR
SCANNING**

RECORDED DATE _____

CASHIER # / NAME _____